

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 30	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

GENERAL INFORMATION

**NOTE: IF YOU LIKE TO SUBMIT AN OFFER, NEED TO HAVE A DUN'S NUMBER.
FOR MORE ASSISTANCE YOU CAN CALL ME @ 0951 300 9401**

OR EMAIL:hassan.elannan@us.army.mil

NOTE: Offers need to be sent to RCO Franconia

ATTN: HASSAN EL-ANNAN
TEL: 0951 300 9401
DSN 469 -9401
FAX; 0951 300 9408
DSN FAX: 469 9408
EMAIL;hassan.elannan@us.army.mil

Provide non-personal services as Family Advocay Program New Parent Supprot Educator as a or in accordance with the Performance Work Statement (PWS)

Contract Period: Will be decided later upon closing ate of the Solicitation

Location: Army Community Service Center
Building 242
Ledward Barracks
Schweinfurt, Germany.

Point of Contact: Ms. Jennifer Lich field, DSN: 354-6933/ 7079.

Or Tel: 09721- 96-6933 / 96-7079

Only services actually conducted will be paid for, except as stated in Para 6 of the PWS.

Quantities are only estimated and only services actually performed will be paid for.

**THE PRICE ASSOCIATED WITH THE SERVICES DESCRIBED IN THE
PERFORMANCE WORK STATEMENT IS ANTICIPATED TO BE
WITHIN A RANGE OF \$20,000.00 - \$25,000.00 (conversion rate used: 1.00 €
= \$0.8530)**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	FAP New Parent Support Educator FFP Provide a non-personal service for the FAP New Parent Suuport Educator in accordance with the Performance Work Statement (PWS) FOB: Destination PURCHASE REQUEST NUMBER: WK4TNC63462002		Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	FAP New Parent Support Educator FFP Conduct a needs assessment of community programs and classes as specified in para 5a. FOB: Destination PURCHASE REQUEST NUMBER: WK4TNC63462002	2	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	FAP New Parent Support Educator FFP Present the above stated needs assessment as a written report as specified in para 5b FOB: Destination PURCHASE REQUEST NUMBER: WK4TNC63462002	2	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	FAP New Parent Support Educator FFP Develop lesson plans for each class as specified in para 5c & 6a FOB: Destination PURCHASE REQUEST NUMBER: WK4TNC63462002	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	FAP New Parent Support Educator FFP Arrange for the development of all promotional materials as specified in para 5d & 6c FOB: Destination PURCHASE REQUEST NUMBER: WK4TNC63462002	12	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE	FAP New Parent Support Educator FFP Schedule, coordinate and conduct monthly Birth 'n Babies Part 1 classes as specified in para 5e FOB: Destination PURCHASE REQUEST NUMBER: WK4TNC63462002	12	Each		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AF	FAP New Parent Support Educator FFP Schedule, coordinate and conduct monthly Birth 'n Babies Part 2 classes as specified in para 5f FOB: Destination PURCHASE REQUEST NUMBER: WK4TNC63462002	12	Each		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AG	FAP New Parent Support Educator FFP Provide weekly support at playmorning groups as specified in para 5g FOB: Destination PURCHASE REQUEST NUMBER: WK4TNC63462002	52	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AH	FAP New Parent Support Educator FFP Give briefings at OB orientations held at the health clinic as specified in para 5h FOB: Destination PURCHASE REQUEST NUMBER: WK4TNC63462002	12	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AJ	FAP New Parent Support Educator FFP Scheudle , coordinate and conduct quarterly, Daddy Basic Training classes as specified in para 5i FOB: Destination PURCHASE REQUEST NUMBER: WK4TNC63462002	4	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AK	FAP New Parent Support Educator FFP Attend weekly ACS/FAP meetings as specified in para 5j FOB: Destination PURCHASE REQUEST NUMBER: WK4TNC63462002	52	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AL	FAP New Parent Support Educator FFP Prepare monthly reports as specified in para 5k FOB: Destination PURCHASE REQUEST NUMBER: WK4TNC63462002	12	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AM	FAP New Parent Support Educator FFP Attend monthly FAP marketing meetings as specified in para 5l FOB: Destination PURCHASE REQUEST NUMBER: WK4TNC63462002	12	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AN	FAP New Parent Support Educator FFP Prepare and submit yearly calendar of events as specified in para 6b FOB: Destination PURCHASE REQUEST NUMBER: WK4TNC63462002	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AP	FAP New Parent Support Educator FFP Collect evaluations as specified in para 6e FOB: Destination PURCHASE REQUEST NUMBER: WK4TNC63462002	52	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AQ	FAP New Parent Support Educator FFP Develop After Action Reports for each class as specified in para 6f FOB: Destination PURCHASE REQUEST NUMBER: WK4TNC63462002	28	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AR	FAP New Parent Support Educator FFP Record telephone calls on form 25-1F, APR 01 as specified in para 6h FOB: Destination PURCHASE REQUEST NUMBER: WK4TNC63462002	252	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
7500	Contract Manpower Reporting FFP Expenses to set up and report in accordance with paragraph 17 of the Performance Work Statement shall be made part of the contract cost and incorporated in the prices for the contract line items 0001AA - 0001AR. This item is not separately prices (NSP) FOB: Destination PURCHASE REQUEST NUMBER: WK4TNC63462002				

NET AMT

CLAUSES INCORPORATED BY REFERENCE

52.212-4	Contract Terms and Conditions--Commercial Items	SEP 2005
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.252-2	Clauses Incorporated By Reference	FEB 1998
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.247-7023	Alt III Transportation of Supplies by Sea (May 2002) Alternate III	MAY 2002

CLAUSES INCORPORATED BY FULL TEXT

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (SEP 2006)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(k) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
 - (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
 - (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
 - (4) A summary of the rationale for award;
 - (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
 - (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.
- (End of provision)

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

- (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers: **Price see addendum to FAR 52.21-2**

Technical and past performance, when combined, are N/A

- (b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).
- (c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.
- (End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (NOV 2006)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
 - (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (4) [Removed].

___ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

___ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (SEP 2006) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

___ (iii) Alternate II (OCT 2001) of 52.219-9.

___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

___ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

___ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).

___ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

- ___ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- ___ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- ___ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- ___ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- ___ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- ___ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).
- ___ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- ___ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (NOV 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).
- ___ (ii) Alternate I (JAN 2004) of 52.225-3.
- ___ (iii) Alternate II (JAN 2004) of 52.225-3.
- ___ (25) 52.225-5, Trade Agreements (NOV 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- X (26) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).
- ___ (27) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).
- ___ (28) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).
- ___ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- X (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- ___ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- ___ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
- ___ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

____ (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

CCE 204-4000 U.S. AND HOST NATION HOLIDAYS (March 2005)

US Holidays Work Shall Not performeon U.S. holidays occurring during the normal workweek unless otherwise directed by the contracting officer. When a U.S holiday occurs on a Saturday or a Sunday, the holiday is observed on the preceding Friday or following Monday, respectively.

Host Nation Holidays Work Can be performed on local Host Nation* holidays occurring during the normal workweek unless otherwise directed by the contracting officer.

* Local host nation holidays occur in the region/state where contract performance takes place.

The U.S. holidays are:

New Year's Day	January 1 st
M L King Memorial Day	3d Monday in January
Presidents' Day	3d Monday in February
Memorial Day	last Monday in May
Labor Day	1st Monday in September
Columbus Day	2d Monday in October
Veterans' Day	November 11th
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25th

The Belgium holidays are:

New Year's Day	01 January
Easter Monday	varies yearly
Labor Day	01 May
Ascension Day	varies yearly
Bank Holiday	varies yearly
Whit-Monday	varies yearly
National Independence Day	21 July
Assumption	15 August
All Saints Day	01 November
Armistice Day	11 November

The Netherlands holidays are:

New Year's Day	01 January
Good Friday	Varies yearly
Easter Monday	Varies yearly
The Queen's Birthday	30 April
Ascension Day	Varies yearly
Whit-Monday	Varies yearly
Christmas Day	25 December
Boxing Day	26 December

Luxembourg holidays are:

New Year's Day	01 January
Carnival Monday	varies yearly
Easter Monday	varies yearly
May Holiday	01 May
Ascension Day	varies yearly
Whit-Monday	varies yearly
National Holiday	23 June
Assumption	01 November
All Souls' Day	02 November
Christmas Day	25 December

Dynasty Day	varies yearly	Christmas Day	26 December
Christmas Day	25 December	Boxing Day	26 December

The German national and local holidays are:

New Years Day	01 January
Three King's Day (Only in Baden Wurttemberg and Bavaria)	06 January
Good Friday	Varies
Easter Monday	Varies
Labor Day	01 May
Ascension Day	Varies
Whit Monday	Varies
Corpus Christi (Only in Baden-Wurttemberg, Bavaria, Hessen, Nordrhein- Westphalia,Rhineland-Palatinate and Saarland)	Varies
Assumption Day (Only in Saarland and Roman Catholic areas of Bavaria)	15 August
Day of German Unity	03 October
All Saints' Day (Only in Baden-Wuerttemberg, Bavaria, North Rhine-Westphalia, Rhineland-Palatinate and Saarland)	01 November
1st Christmas	25 December
2nd Christmas Day	26 December

CCE 225-4000 AUTHORIZATION TO PERFORM SERVICES IN GERMANY (March 2005)

Contractors performing services in the Federal Republic of Germany (FRG) shall comply with German law. The Contractor shall determine whether performance requires registration with German authorities or authorization to do business in Germany and, if so, shall comply with all requirements. Whether or not registration or authorization to do business is required, the Contractor also shall determine what documents or authorization its employees and any subcontractor employees must possess to work in Germany. The Contractor shall ensure affirmatively that its employees and subcontractor employees possess such documents or authorizations.

Contractor employees who:

- (a) are not nationals of Germany or other European Union countries, and
- (b) are not members of the force, the civilian component or their dependents, and
- (c) do not have assimilated status under Articles 71, 72, or 73 of the Supplementary Agreement to the NATO SOFA shall possess work and residence permits.

By acceptance of and performance under this contract and any task orders or delivery orders issued hereunder, the Contractor affirms that it has complied with the requirements above.

Compliance with this clause and German law is a material contract requirement. Noncompliance by the Contractor or Subcontractor at any tier shall be grounds for issuing a negative past performance evaluation and terminating this contract, task order, or delivery order for default.

CCE 225-4001 INSTALLATION CLEARANCE RERQUIREMENTS (March 2005)

- (a) Access to U.S. installations and controlled areas is limited to personnel who meet security criteria and are authorized by Host Nation law to work in that country. Failure to submit required information/data and obtain required documentation or clearances in accordance with AE Regulation 190-16, Installation Access Control, will be grounds for denying access to U.S. installations and controlled areas. The Contractor is responsible to ensure that any Subcontractor used in performance of this contract complies with these requirements and that all

employees, of both the Contractor and any Subcontractor utilized by the contractor, are made aware of and comply with these requirements.

(b) The Contractor is responsible for being aware of and complying with the requirements associated with Installation Access Control. The Government is not liable for any costs associated with performance delays due solely to a firm's failure to comply with Installation Access Control (IAC) processing requirements.

(c) The Contractor is responsible for returning installation passes to the issuing Installation Access Control Office (IACO) when the contract is completed or when a contractor employee no longer requires access.

(d) AE 190-16 (and AE 190-16-G German translation) can be found on the following website:
<http://www.hq.usacce.army.mil/>

(e) Below is the responsible Organizational Sponsor & Installation Access Control Office for this contract:

Organizational Sponsor: _____

Location: _____

Building No: ____

DSN Phone No: _____

Commercial Phone No: _____

Installation Access Control Office: _____

Location: _____

Building No: _____

DSN Phone No: _____

Commercial Phone No: _____

CCE 225-4003 NOTICE OF CONTRACTOR RESPONSIBILITY TO HOST NATION (March 2005)

This is a non-personal service contract with an individual acting as an independent contractor. As such, the contractor is not an employee of the U.S. Government and it is solely the contractor's responsibility to determine his/her reporting and payment responsibilities under Host Nation tax and labor laws. Status as a member of the U.S. Forces under the NATO SOFA Supplementary Agreement does not in itself relieve the contractor of responsibilities under Host Nation laws. Contractor should consult appropriate authorities and advisors on these matters. Department of Defense military and civilian personnel will not provide advice in these matters. Contractor shall hold harmless the U.S. Government for any liability that may arise from the contractor's noncompliance with Host Nation laws.

SPECIAL INSTRUCTIONS

SUB-CONTRACTING – NON PERSONAL SERVICE CONTRACTS

a. The contractor will provide a qualified substitute for all periods of time he/she cannot perform the services. Substitutes must be approved by the Contracting Officer. The request for approval of a substitute must include:

- (1) Qualifications of the substitute
- (2) Evaluation of the qualifications and concurrence of the Requiring Activity
- (3) Relationship between the substitute and the Requiring Activity, if any
- (4) Current employment status of the substitute
- (5) Copy of the following documents:

- | | |
|--------------------------------------|---|
| (a) for Family Members: | Identification and Privilege Card (ID) |
| (b) for Members of the EC Countries: | Personalausweis or Reisepass |
| (c) for Members of Non-EC Countries: | Aufenthaltsgenehmigung (residence permit and Arbeitserlaubnis
(work permit)) |

PWS

PERFORMANCE WORK STATEMENT (PWS) **UNITED STATES ARMY GARRISON SCHWEINFURT** **ARMY COMMUNITY SERVICE CENTER (ACSC)** **SOLDIER & FAMILY READINESS** **FAMILY ADVOCACY PROGRAM (FAP)**

FAMILY ADVOCACY PROGRAM NEW PARENT SUPPORT EDUCATOR

1. The Family Advocacy Program New Parent Support Educator falls under the Army Family Advocacy Program (AFAP). The mission of the AFAP is a specialized program designed to prevent child and spouse maltreatment. As a primary prevention program, the NPSP provides a variety of classes, playgroups, support groups, and a limited number of home visits to all families with children prenatal to 5 years of age. Primary FAP prevention classes and support groups that focus on prenatal and postpartum information, and infant and toddler care can also be provided by other FAP primary prevention staff or other installation staff qualified in providing parenting classes and expectant and new parent support groups. As a secondary prevention program, the New Parent Support Program targets expectant parents and parents of children from birth to 5 years of age that are at-risk for child abuse using an intensive, voluntary home visitation model to reduce the risk of child abuse and family violence.

2. **Scope of Work:** The purpose of the Family Advocacy Program (FAP) New Parent Support Educator contract is to provide new parent education, as well as child abuse prevention, to various target groups within the Schweinfurt military community. The Family Advocacy Program New Parent Support Educator (hereafter referred to as the “contractor”) will also coordinate new parent classes, daddy basics, play mornings and brief during OB orientations. Contractor may be required to offer classes and workshops during evenings and weekend hours.

3. **Location of services:** The contractor will have access to the ACS Center Bldg 242, The Commons Bldg 224, the Community Yellow Ribbon Room Bldg 230, Ledward Barracks, as well as Leighton Barracks, Bldg. 14, for the purpose of presenting programs, classes, workshops, and briefings. During normal duty hours (0800-1700), Monday through Friday, these facilities will be unlocked or accessible by requesting use of controlled keys. The contractor will be responsible for reserving space as needed with the appropriate POC’s. Arrangements for use of the above mentioned facilities after normal duty hours will be the sole responsibility of the contractor. If other than the above-mentioned facilities are required, the contractor will be responsible for making all arrangements in advance.

4. **Hours:** Generally, classes, workshops and briefings shall be provided during the hours of 0800 and 1700 hours, Monday through Friday, however, contractor may be required to offer some classes during evenings and/or weekends. The contractor shall not perform classes, workshops or briefings on legal American holidays. The legal American holidays are those recognized by the Federal Civil Service calendar. Contractor will be required to provide classes, workshops and briefings on weekends and during evening hours. Services will be provided on USAREUR/IMCOM-E training holidays.

5. Contractor shall perform the following specific tasks:

a. On a bi-annual basis, conduct a needs assessment of community prevention programs and classes with an emphasis on those targeted to the needs of prenatal parents and parents of children from birth to five years of age.

b. Upon completion of the needs assessment, present the FAPM with a written report of the results of the needs assessment, and recommendations for the type and frequency of classes and support groups needed by prenatal and postnatal parents for FAPM review and approval. The initial report shall be due 30 days after hire.

c. Develop lesson plans for each class for FAPM approval. Lesson plans are due no later than 60 days after hire.

d. On a monthly basis, develop of all promotional materials and announcements consulting with the FAPM for approval.

e. Schedule, coordinate and conduct twelve (12) Birth and Babies Part 1 (prenatal to delivery) classes. Contractor can utilize individuals (e.g. WIC) in the community to give short briefings during the classes. Each class should run about 3-4 hours.

f. Schedule, coordinate and conduct twelve (12) Birth and Babies Part 2 (caring for your newborn) classes. Contractor can utilize individuals (e.g. WIC, EDIS, etc) in the community to give short briefings during the classes. Each class should run about 3-4 hours.

g. Contractor shall provide weekly support at play morning groups. At these groups it is crucial to talk to parents and get ideas as to where the support needs to be, what new classes may need to be developed, where courses might need to change. Also, to show parents how to interact with their children in a positive way that is most beneficial to the child.

h. Brief at monthly OB orientations at the Health Clinic. Give an overview of the program to expectant parents as well as answer any questions they may have regarding classes and services that are offered.

i. Schedule, coordinate and conduct four (4) Daddy Basic Training classes. These classes should help expectant fathers understand what to expect during the pregnancy, birth and first year of the child's life. Each class should run about 3-4 hours.

j. Contractor will attend weekly ACS/FAP meetings.

k. Prepare monthly reports on the classes and support groups provided. Enter necessary information into the Client Tracking System (CTS).

l. On a monthly basis, contractor will attend one (1) Family Advocacy Program marketing meeting, with the ACSC FAPM and other FAP staff, which is utilized to prepare proposed marketing of all FAP events, classes and workshops to be offered within the Schweinfurt community. Length of meeting: approximately two (2) hours per month.

6. Contractor shall accomplish the following in conjunction with classes, workshops and briefings:

a. Develop appropriate course outlines, course descriptions/synopsis, lesson plans, presentation and briefing slides, preliminary marketing materials and quality control plans for each class, workshop, or briefing. Course outlines, course descriptions/synopsis, lesson plans, presentation and briefing slides, preliminary marketing materials and quality control plans will be submitted within two (2) weeks of contract award. The course outlines, course descriptions/synopsis, lesson plans, presentation/ and briefing slides, preliminary marketing materials and quality control plans will form the basis for each class file in accordance with ACSC Accreditation Standards. These documents will be given to the FAPM to be used for statistical purposes and FAP evaluation.

b. Contractor will prepare and submit a complete yearly class calendar with scheduled dates, times and topics to be offered during each class, workshop and briefing, along with the tentative locations within two (2) weeks of contract award. All requests for classes, workshops and briefings to be presented by the contractor shall be routed through the FAPM. The FAPM will be briefed, as requested on the specifics of each class/workshop/briefing to be provided by the contractor.

c. Publicize available classes, workshops and briefings. Use all available media methods to advertise to include providing information for radio spots, themes for newspaper articles, preparation/distribution of banners, posters, table tents, and fliers ten (10) weeks in advance to the Army Community Service Center (ACSC) Information, Referral and Follow-Up Program Manager, the ACSC Relocation Readiness Program Manager, Family Readiness Groups, Chapels, School newsletters, community newsletter, community newspaper (The Point), base library, "A, B, C distribution", welcome packets, Family Advocacy training packets, advertising on information marquees, community calendars, all Schweinfurt e-mails, Leighton's e-mail distribution list, the Command Television station, and conducting spots on AFN. All media materials must have approval by FAPM **prior** to submission for duplication and/or distribution.

d. Contractor shall prepare and maintain the ACSC sign-up rosters and ACSC sign-in sheets for all classes, workshops, and briefings. Attendance records will be required for all services mandated to soldiers, civilians, and families by the Government. On all participants who have been referred or mandated to attend classes, the Contractor shall submit to the FAPM, an appropriate file record, including documentation of referral and attendance. A DA Form 5897 will be completed on each mandated participant and provided to the FAPM not later than one (1) duty day following completion of the class, workshop, briefing or event, to be included in the appropriate case file. The Contractor is responsible for maintaining attendance records and reporting this referred client's progress or lack of progress to the FAPM.

e. Contractor shall solicit from each class/workshop/briefing participant, a written evaluation of the course's effectiveness and the FAP service survey. Contractor shall provide these evaluations to the FAPM on a weekly basis for review IAW ACSC Accreditation standards.

f. Develop weekly after action reports (AAR) for each class, workshop, briefing, event, or other service provided by the contractor and submit to FAPM at the end of each week. Each AAR should include, or have as an attachment: title of class, type of class, workshop, briefing, or event, location of the service, finalized marketing materials which advertised/marketed the event, sign-up roster, sign-in roster, FAP service survey and course evaluations.

g. Contractor shall provide monthly statistics to the FAPM no later than the 25th day of each month, utilizing the Family Advocacy Program Statistics Worksheet. Contractor will utilize DA Form 5901, May 1999, to document all single contacts accomplished in conjunction with services of this contract. IAW ACSC Accreditation Standards, a single contact is defined as contact which does not exceed fifteen (15) minutes in length. Contractor will utilize DA Form 5897 to document all extended contacts accomplished in conjunction with services of this contract. IAW ACSC Accreditation Standards, an extended contact is defined as contact which exceeds 15 minutes in length. The DA Form 5901 and DA Form 5897 will be provided to FAPM as an attachment to the monthly statistics worksheet, to verify documented contacts.

h. Total number of telephone calls made and received will be recorded on AE Form 25-1F, APR 01, and submitted to FAPM not later than the 25th day of each month. Telephone reports will be required as long as ACSC statistics require contact numbers.

j. One week prior to the date a class, workshop, or briefing is scheduled to occur, Contractor shall confirm/re-confirm with target audience, the date, time, location and childcare requirements for the training.

k. It is the contractor's responsibility to review all class sign-up sheets a minimum of forty-eight (48) hours prior to the start of the class/briefing and telephonically contact each person signed-up to ensure their continued interest to attend the class. A minimum of five (5) participants is necessary for the class to be offered. If it becomes necessary to cancel a class, it is the Contractor's responsibility to notify all participants and the FAP Manager at least twenty-four (24) hours in advance of the class/workshop. Contractor shall provide the FAP Manager a

valid reason for class cancellation. Contractor shall provide a make-up class for each class missed.

p. Read and review: Army Family Advocacy Program Regulation (AR 608-18), Army Community Service Regulation (AR 608-1), MEDCOM PAM 608-1 with all changes, Directorate of Morale, Welfare and Recreation (DMWR) organization chart and structure, all Memorandums of Understanding (MOU), and Standard Operating Procedures (SOP).

q. The contractor shall meet with the FAP Manager once per month to discuss program statistics, and all briefings, classes, workshops, and services conducted. Contractor will bring records for all individuals who were mandated for training. This meeting will take approximately two (2) hours per month per meeting.

r. In accordance with FAP procedures, the contractor shall be responsible for maintaining records and files incident to the services provided by this contract. Files must be labeled in accordance with AR 25-400-2, Army Records Information Management System (ARIMS) and maintained in a secured area. Upon termination of classes, briefings, workshops, and information booths, these files will be released to the COR/FAP Manager as property of the U. S. government.

. Qualifications:

a. At a minimum, Contractor shall consent to, and complete the forms for, a Department of Defense background check at the time bid is submitted, and receive provisional clearance before contract is awarded. Final clearance must be received within 30 days after contract has been awarded. If final background check returns as positive, contractor will be terminated from this contract. Additionally, a minimum of three (3) references must be provided, who may be contacted to verify contractor's experience and qualifications.

b. At a minimum, a bachelor's degree in the area of Social Work, Psychology, Marriage, Family and Child Counseling, Counseling or Behavioral Science, Community and Public Health or a degree in public health or nursing (Associates, LPN, or Bachelor's) from an accredited university is required.

c. Contractor must have a minimum of two (2) years work experience in dealing with child abuse, pregnancy issues, infant care issues, parenting, or maternal and child health programs.

d. Knowledge of military organizations, chain of command structure, unit missions, life-styles, and situations that contribute to family stress.

e. Demonstrated ability to work, communicate and interact effectively/professionally with diverse individuals.

f. Additionally, contractor shall agree to complete (or show evidence of completion of) the Army Family Team Building (AFTB) Level I Module within 30 days of contract award.

g. Contractor shall possess the ability to present information orally and in written format (i.e., marketing, development of lesson plans, briefing presentations, instructor training, or briefing techniques – samples of previous work in those areas is required to be submitted with application).

h. Ability to speak English clearly and with excellent comprehension is essential.

8. Disclosure of Information: Complete confidentiality is paramount. The contractor shall establish safeguards to ensure confidentiality of all personal and privacy act information, which pertains to individuals utilizing the services of the Family Advocacy Program. Confidentiality of FAP information and content of FAP documents shall be respected. The sharing of information regarding the FAP or any individual thereof with any person other than the respective FAPM is strictly prohibited. Breach of confidentiality may result in immediate contract termination. Disclosure of personal information obtained through the FAP is prohibited.

9. Support:

a. Contractor shall be authorized use of ACS telephones for local and long distance calls under the program guidelines **on a space available basis**.

b. A photocopy machine at ACS will be made available for use by the Contractor to fulfill contract requirements **on a space available basis**. Copies in excess of twenty five (25) that are required for continuing needs will be requested through reproduction utilizing DA Form 844, at least one calendar month in advance.

c. The government will provide access to computers with applicable software for the purpose of providing FAP services **on a space available basis**. Materials for marketing (paper, pens, tapes, etc.) will be supplied to contractor as available.

d. The Contractor shall be responsible for safeguarding all government supplies/property.

e. All other supplies or property not available through normal government channels will be the responsibility of the contractor.

10. Contractor Furnished Property: Contractor shall provide his/her own transportation and all necessary equipment to fulfill this contract except as stated above. Contractor will establish home office hours and publish home business telephone number and/or cellular telephone number.

11. Attendees: Individuals attending classes or receiving services may be persons referred by the Schweinfurt Family Advocacy Case Review Committee (CRC), Commanders, Schools, and other community agencies. The contractor shall encourage and accept all eligible self-referrals. Individuals attending classes shall be made up of family members of active duty, retired military, DA civilians, National Guard and U. S. Reserves on active duty status. Other eligible individuals may attend upon the discretion of the FAP Manager.

12. **Physical Security:** The Contractor shall establish and implement methods to ensure that physical security of all U.S. Government property and facilities are maintained. Locking of external doors and windows is necessary when leaving the facility. Internal doors should be locked to protect Government property. Access to office areas should be monitored and limited.

13. **Safety:** The Contractor shall be aware of local safety requirements and ensure that all reasonable efforts are made to protect all persons from harm and the U.S. Government property from damage.

14. **Restrictions:** Government property made available under this contract is only for use in the performance of services described in this contract.

15. **Disclaimer:** The government will not be responsible in any way for damage to the contractor's supplies, materials, equipment, or to personal property as a result of fire, theft, accident natural disaster, or other events.

16. **Liability:** For the purpose of this Contract, the Contractor is considered an independent contractor and not as an agent of the U.S. Government. During performance, the Contractor shall be liable and will indemnify and hold harmless the Government, its agents and employees against all actions or claims for damages to persons or property, including death arising or resulting from fault, negligence, wrongful act, or wrongful omission of the Contractor, his agents or employees.

17. CONTRACTOR MANPOWER REPORTING (CMR)

The Contractor shall report all Contractor manpower (to include subcontractor manpower) employed for the performance of this contract. The Contractor shall complete all required fields in the reporting system using the web address: <https://cmra.army.mil> . The requiring activity will assist the Contractor with the reporting requirement as necessary. The Contractor may enter reports at any time during the reporting period, which is defined a. the contract's period of performance not to exceed 12 months ending 30 September of each Government fiscal year. Reporting must be completed no later than 31 Oct following the fiscal year during which the contract is in place. Reporting must be completed for every year or part of a year for which the contract is in place. Failure to comply with this reporting requirement will result in contract termination.

ADDENDA
ADDENDA

**ADDENDUM TO FAR 52.212-1, INSTRUCTIONS TO OFFERORS -
COMMERICAL ITEMS**

FAR 52.212-1 is hereby amended to reflect the changes shown below as to the specific paragraph revised.

Para (a) (on small business size and identification). This does not apply to this solicitation.

Para (b) **Submission of Offers.** The following amends this paragraph with respect to the information and documents required for submission to this solicitation:

**Quote a price for each line item in the Request for Quotation (RFQ).
Provide transcripts, letters of recommendations and/or other information to document that you meet the qualifications required in the Performance Work Statement (PWS)**

In addition submit the following documents with the quotation:

- a. for Family Members: Copy of Identification and Privilege Card (ID) and DEROS date**
- b. for Members of the EC countries: Copy of Personalausweis or Reisepass**
- c. for Members of Non-EC countries: Aufenthaltsgenehmigung and Arbeitserlaubnis (residence and work permit)**

Return completed packet to (mail, fax or e-mail):

Regional Contracting Office, Franconia

ATTN: HASSAN EL-ANNAN

Building 7108, Warner Barracks

Weissenburg Strasse 10

96052 Bamberg

or

UNIT 27535

APO AE 09139

FAX: Civ 0951-300 9401

E-mail address: hassan.elannan@us.army.mil

Additional information:

a. Your price quote is for a non-personal service contract and it is important that you understand the terms and conditions of the contract. Some examples are:

Termination for Convenience of the Government: The Government can terminate the contract if services are no longer needed.

Termination for Cause: If the contractor fails to perform the services or any of the provisions of the contract. The contractor could be liable to the Government for any excess procurement costs for the services. The contractor has no authority to just terminate the contract.

b. This is not a contract for employment, rather it is a contract for services, therefore, an employer-employee relationship does not exist.

c. Read the Performance Work Statement carefully prior to submitting a quotation.

d. We recommend that you do not release your price quotation to anyone other than The RCO Franconia.

Para (h) Multiple Award. This is amended as to state that only one (1) award will be made from this solicitation.

Para (i) Availability of Requirements document cited in the solicitation. This paragraph does not apply to this solicitation.

ADDENDUM TO FAR 52.212-2, EVALUATION – COMMERCIAL ITEMS

Only one contract will be awarded from this solicitation. Award will be on an “ALL OR NONE” basis. Price quotes for less than all of the solicited services will be rejected as nonconforming and unacceptable to the solicitation.

Evaluation of offers will be made based on price, provided the qualification required in The Performance Work Statement (PWS) are met.